

Coastal Dream Rental's Rental Policies

This Rental Agreement is made by and between Coastal Dream Rental's (as defined below) and the individuals and guest(s) defined in the Reservation Confirmation for reservation and rental of vacation rental property described herein and in the Reservation Confirmation documentation.

By making a reservation of a rental property through CDR, the guest acknowledges and agrees to all the following terms, conditions, policies, and provisions – all of which are intended to form the legally binding Agreement between the guest and Coastal Dream Rentals.

1. **Definitions.** As used herein the Terms "CDR," "we," "our," or "us" shall mean and refer to Coastal Dream Rentals and its employees, officers, and agents. The terms "guest," "you," or "your" shall mean and refer severally and collectively to the primary person listed on the reservation documentation and all other persons staying/residing in the rental property with the primary guest listed on the reservation documentation.
2. **Requirement for Check-In.** You will NOT be allowed to check in until we receive your signed acknowledgment of our Rental Policies. IMPORTANT: FAILURE TO SIGN OUR RENTAL POLICIES ACKNOWLEDGMENT WILL RESULT IN YOUR DEFAULT UNDER YOUR RENTAL AGREEMENT; FORFEITURE OF ALL MONEY PAID (AS LIQUIDATED DAMAGES TO CDR); AND LOSS OF YOUR RENTAL ACCOMMODATION WITHOUT REFUND.
3. **Reservation Requests, Reservation Confirmation, and Reservation Changes.** The requirements for reservation of each vacation property can be different and are subject to change without notice. The following terms govern your reservation request and confirmation of your reservation.
 - (a) CDR review of each reservation for compliance with specific requirements applicable to the property is required before we can accept and confirm your reservation request.
 - (b) Acceptance of your reservation is expressly conditioned on our review of your request for compliance with all requirements of the property, which may include, but are not limited to, minimum night stay, advance reservation deposit payment, number of occupants, and other requirements, criteria, and conditions applicable for rental of the property. Online payment made at the time of your reservation request does not guarantee the reservation or our acceptance.
 - (c) Your reservation request is not complete until we send the "Reservation Confirmation Email" to you (which will be sent electronically to the email address provided). The Reservation Confirmation Email will be deemed received by you immediately upon our successful transmission of the Reservation Confirmation Email to the email account you designate in our online reservation.
 - (d) Upon CDR sending the Reservation Confirmation Email, all advance payments and deposits paid, due, or becoming due are non-refundable. In any event or at any time your reservation request does not meet the criteria and conditions for rental of the rental property requested, CDR reserve the right to cancel your reservation request and refund initial payment made. Timeliness of refund is dependent on your banking institution. CDR will modify your if your reservation

request is cancelled. Once your reservation is confirmed, you cannot make any changes or modification to the confirmed reservation.

- (e) "Last-Minute" Reservation – Identification Required. For any reservation made within forty-eight (48) hours of arrival, a valid state-issued identification card matching the name on the credit card used to pay for the reservation will be required. Failure to provide a valid state-issued identification card matching the cardholder's name will result in immediate cancellation of the reservation request and no key-code will be issued for entry into the requested property.
- 4. **Cancellation Policy.** Once your reservation is confirmed by the Reservation Confirmation Email, all advance payments are non-refundable and there will be no refunds given for any reason. We strongly encourage you to purchase CSA or Allianz Travel Protection as we cannot modify or amend the cancellation policy. If you have purchased Travel Protection Insurance, you may want to contact them to begin a claim.
- 5. **Travel Interruption Insurance.** Travel interruption insurance protection is available through CSA Travel Insurance or Allianz Travel Insurance. The insurance premium is usually between 5 and 7 percent of your total reservation amount. Travel interruption insurance is optional, CDR strongly recommends this protection plan because we have a strict no-refund policy and not refunds will be given for any reason. The travel insurance protection, if purchased, provides reimbursement for unused, non-refundable payments if your trip must be cancelled. By way of example only, other covered reasons include, mandatory hurricane evacuations, sickness, injury or death, extension of school year, armed service revocation, involuntary termination of employment, or other specific reasons listed in the travel insurance policy/Description of Coverage. For coverage inquiries or customer service, guest should call 800-349-8218 or visit CSAtravelprotection.com for CSA travel insurance protection or Allianz customer service at 866-672-9580 or visit allianztravelinsurance.com.
- 6. **Advance Reservation Payments.** Rentals booked direct require a non-refundable deposit of approximately 40% of the total reservation plus the Travel Insurance Premium to confirm the reservation. The remaining balance is payable in full 45 days prior to the arrival date. CDR will automatically charge the payment method on file for the balance due. Reservations booked through a third-party site may require full payment at time of booking. No payments will be accepted at local offices. Reservations made under false pretense of any type or kind will result in the automatic forfeiture of all deposits, rental payments, fees, and immediate cancellation of your previously confirmed reservation.
- 7. **Check-In Time.** Check-in time begins after 4:00 P.M. Local Time. In some instances, access to your property may be unavoidably delayed due to cleaning or maintenance scheduling circumstances beyond Coastal Dream Rentals control. There will be no discounts, credit, or refunds offered due to a late check-in or delays in check-in. Your patience is appreciated in these circumstances. Guests who will be arriving later than 5:00 P.M. should make late arrival arrangements by telephone prior to arrival. Early check-in may be available for an additional fee, but due to cleaning and inspection schedules (particularly during the summer season) will require special arrangements and a minimum of 48 hours advance notice.
- 8. **Check-Out Time.** Check-out time is no later than 9:00 A.M. Local Time. Late check-outs may be available for an additional fee; however, it may require special arrangements, and a minimum of 48 hours advance notice is required.

9. **Service Fee.** A non-refundable service fee will be charged on all reservations. The amount of this service fee varies by property size. The service fee includes and covers reservation processing, inspections, and after hour emergency services if needed.
10. **Cleaning Fee.** All our vacation rental properties require a one-time departure cleaning fee to be paid by the guest to cover the cost of normal cleaning. This cleaning fee is required on daily, weekly, and monthly reservations. All fees are subject to state and local sales tax. IF YOU HAVE ANY HOUSEKEEPING ISSUES OR PROBLEMS, PLEASE REPORT THESE ISSUES TO CDR WITHIN 24 HOURS OF CHECK-IN SO THAT WE MAY PROMPTLY ADDRESS ANY HOUSEKEEPING ISSUES. NO DISCOUNT, CREDIT, OR REFUND WILL BE GIVEN DUE TO HOUSEKEEPING ISSUES.
DISCLAIMER RE: COVID-19 (CORONAVIRUS) / ASSUMPTION OF RISK
Notwithstanding that Coastal Dream Rentals strives to go above and beyond to clean and disinfect all managed vacation rental properties for every incoming guest during the current Coronavirus pandemic/outbreak, we cannot and do not guarantee any property to be completely sterile. Your occupancy/stay in vacation rental property during the Covid-19 Pandemic is at your own risk and you are assuming ALL risk of injury/harm by electing to stay/occupy the vacation rental property managed by Coastal Dream Rentals during the Covid-19 Pandemic. Coastal Dream Rentals hereby disclaims any/all express or implied warranties of every nature and kind, including but limited to: any implied warranty of merchantability; any implied warranty of fitness for a particular purpose; and any representation/warranty that the property is a sterile environment free of the Covid-19 virus.
11. **Pets.** In most of our property's pets are strictly forbidden. Dogs are allowed only in properties that are designated "pet-friendly". Further, each/all pet policies for individual properties are subject to change without notice. A maximum of two (2) trained, mature dogs are permitted in pet-friendly properties. A \$200. Non-refundable pet fee is required for pet stays and additional deposits may be required. Pet owners will be financially responsible and liable for any/all damages, injury (including any injury to the pet[s]), and all extra cleaning, pest control, or replacement costs for furniture, fixtures, or equipment. Having a pet in a property that does not allow pets is grounds for immediate eviction without refund. The only exception is for ADA (Americans with Disabilities Act) qualified animals, in which case additional information will be requested. Guests are subject to forfeiture of their deposit/rent and immediate eviction if previously undisclosed animals/pets are found on property.
12. **No Smoking.** All our properties are "non-smoking" properties. Smoking is strictly prohibited in all our properties. Guest will be financially responsible and liable for any/all damages and additional cleaning and repair/replacement costs due to smoking in the property.
13. **Reserved Property Assignments.** We will make every effort to honor the particular property you reserved and/or were originally assigned. However, in the event of unforeseen circumstances, specific property assignments and requests cannot be and are not guaranteed even when your reservation is confirmed. If the property originally assigned and/or reserved by you is not available, you agree that we may substitute a different property reasonably comparable to the original property reserved (including size and location if and where possible). In the event an alternate arrangement cannot be agreed upon, CDR will process a full refund for payments made. Timeliness of refund is dependent on your banking institution.
14. **Maximum Number of Guests.** The number of occupants is limited to actual occupancy shown on property description. For guest comfort and safety, 2 persons per bedroom, 2 person per

sleeper sofa, 1 child under age 16 per bunk bed. Guest who exceed maximum occupancy listed herein or in the property description are subject to immediate eviction and forfeiture of all rental payments and deposits.

15. **Family-Oriented Rentals Only.** All our vacation properties and accommodations are family-oriented rentals ONLY. **NO property/unit will be rented to vacationing students or young adults under 25 years of age if unaccompanied by a parent.** We require one (1) parent for every four (4) persons under the age of 25. A parent must be present at check-in and must remain in the property during the length of stay. Our rentals are monitored for violation of this policy. All violators will be evicted, and all rental payments and /or security deposits will be automatically forfeited. Reservations made under false pretenses are null and void and check-in will not be allowed. **THIS IS A STRICT POLICY AND ABSOLUTELY NO EXCEPTIONS ARE ALLOWED!**
16. **No Subletting.** The rental property and/or any reservation, or any rights arising under a reservation, cannot be assigned, transferred, or sublet. Your reservation is not assignable or transferrable to any other party, and any attempt to do so will be null and void and results in immediate cancellation of the reservation and forfeiture of all rental payments, deposits, and fees. No refunds will be given.
17. **Rates.** Published rental rates are subject to change without notice. We expressly reserve the right to correct rates that may have been misquoted due to human error, negligence, or computer error.
18. **Swimming Pools.** You understand and agree that swimming pools, whether community pools or private pools, are strictly an amenity and that the use or availability of any pool amenity is not guaranteed by CDR under this Rental Agreement. No refunds or adjustments will be given as a result of any condition, interruption in availability, or lack of availability of any community or private pool.
 - (a) **Community Pools.** Community or condominium pools are not controlled or maintained by Coastal Dream Rentals. Coastal Dream Rentals is not responsible or liable for any inconveniences resulting from any community pool, its condition, temperature, hours of operation, or availability (or lack thereof). Community pool heating is offered seasonally at some properties, but heating of such pools is under the control of the applicable managing owner associations and not CDR.
 - (b) **Assumption of Risk and Specific Hold Harmless for Swimming Pools, Beaches, Decks, Docks, Piers, and Balconies.** You agree that any use of a swimming pool (whether community or private pool), beach, deck, dock, pier, or balcony is at your own risk, and you agree to assume all risk of harm, injury (including death), and/or loss to persons or property resulting from such use. Further, you agree to indemnify, defend, and hold CDR and the property owner harmless from and against all cost, expense, liability, damage, injury (including death), and all causes of action whatsoever arising from or related to your or your invitees, licensees, guest, family members, agents, permittees, or other persons use of: (1) any community or private pool; (2) any decks, docks, piers or balconies appurtenant to the property or any community or private pool; and/or (3) any public or private beach area (whether or not lifeguards are posted or present). Coastal Dream Rentals and the property owner will be entitled to select their own legal counsel upon the occurrence of any indemnifying event.

(c) **Damage to Private Swimming Pools.** You agree to notify CDR immediately of any maintenance or repair issues needed. You agree to be responsible for the cost of repairs of maintenance required as a result of negligence or intentional misconduct by you or your guests, invitees, licensees, agents, family members, or other persons using the pool during your stay.

19. **Internet.** Most of our properties have Internet access, either fee-based or free, through their individual service providers. However, we do not and cannot guarantee internet connectivity or access due to service being provided by an outside third-party vendor, restrictions placed on such Internet service by/from personal computers, differing connectivity specifications, and additional factors that may lead to interruption, failure, or unavailability of Internet service. If you decide to access any Internet content during your stay, you do so entirely at your own risk and you assume and are responsible for ensuring that any/all accessed material or content does not infringe the laws governing but not exhaustively covering copyright, trademarks, pornography, or any other material which is slanderous, defamatory, or might cause offense in any other way. You further agree to be responsible for liability for breach of intellectual property laws or other claims made by or on behalf of any owner of online content.

20. **Maintenance Issues.** During your stay, please promptly report upon discovery any maintenance problems to Coastal Dream Rentals. Do not leave doors or windows open while the A/C or heater is operating. Coastal Dream Rentals staff may enter the property to respond to any maintenance and/or housekeeping issue(s) during your stay without prior notification. No refund or rate adjustment will be made for unforeseen maintenance issues or system failures such as the supply of pool filtration systems; air conditioning; telephone; television, cable, or internet service; appliances; etc.

21. **Furnishings.** Our rental properties are privately owned. The placement of items, furnishings, and/or mattress comfort levels is the arrangement preferred by the owner. No refunds or rate adjustment will be given due to owners' choice of furnishings, fixtures, or fixtures, or equipment. Furniture and items in the unit are not to be arranged or removed from the property. Additional charges may be incurred as a result of rearrangement or removal of furniture or items.

22. **Parking.** Strict parking limits apply per property, per Owner Association Regulations and/or Municipal Ordinances. Some Associations assess an additional fee for parking. Where applicable, we will collect this fee and remit it to the Association, but in some cases, the Association requires the fee to be paid in person on-site. No trailers, boats, campers, or RVs allowed unless otherwise expressly posted in the property description.

23. **Construction.** Coastal Dream Rentals cannot predict construction plans in the area and therefore cannot be held responsible for any inconvenience arising from or related to construction in the area. No refunds can be given in the event of construction near the rental property or for construction of other properties adjoining or within the complex of the rental property.

24. **Strong Wind Drafts.** To Avoid potential serious injury, all guests are advised to close all balcony doors BEFORE opening the front door (or leaving the front door open) because strong winds/drafts may cause the front door to shut unexpectedly – resulting in potential injury. By reserving the rental property with CDR, you accept and assume all liability for injury (including

death) or property damage caused by strong winds and drafts occurring in the rental property during your stay.

25. **Security of Personal Property.** Coastal Dream Rentals is not responsible for any acts of theft, vandalism, or other damages to any personal property, or for personal items left by guests in the property at departure. CDR is not responsible for and has no obligation to store/keep personal property found in a rental property by our staff, and CDR may dispose of such property without notice, consent, delay, or liability. If personal property is left behind and you promptly request return of these items before they are disposed of, the property will be returned at your expense.
26. **Good Neighbor Policy.** We respectfully request that you remember you are staying in someone's home during your vacation stay. Please treat the home and all its furniture, fixtures, and contents with care and leave it in good condition at check-out. Damages to the owner's property will result in additional charges to your account or payment-type on file with Coastal Dream Realty.
27. **Property Rules and Regulations.** Please observe all rules and regulations (including all owner association rules and local/state ordinances) governing the use and occupancy of the property you are occupying. These rules apply to both owners and guest, and failure to comply can result in immediate eviction and/or fines from the association. You are responsible for any fines assessed due to conduct in violation of association rules/regulation. No refunds or credit will be given in the event of eviction due to failure to comply with rules and regulations applicable to the property or the community wherein the property lies.
28. **Real Estate Showings.** Property may be for sale, and real estate showings may be required. Guest agrees to allow real estate agent access to the unit. Coastal Dream Rentals will attempt to provide guest with 24-hour notice when able to do so.
29. **Hold Harmless Agreement.** You agree to hold Coastal Dream Rentals and the property owner (as intended third-party beneficiary) harmless from and against all claims, demands, causes of action, damages, and liability arising from or related to any of the following:
 - (a) Any plain and visible defective condition of the rental property or any furniture, fixtures, or equipment therein not promptly reported to Coastal Dream Rentals upon your check-in (prompt reporting means within eight (8) hours from the time you check-in to the property).
 - (b) Any unknown defective condition of the rental property or any furniture, fixtures, or equipment therein.
 - (c) Any actions or conduct, or failures to act, whether negligent or intentional, on your part or on the part of any third party resulting in personal injury, harm, or death to you or any other persons.
 - (d) Any injury, harm, or death to you or any other guest, persons, or animals during your stay not caused by us, including any injury, harm, or death caused by any defective condition of or in the property or to furniture, fixtures, or equipment (including any swimming pool, deck, dock, pier, or balcony).
 - (e) Any and all damage to the rental property or any furniture, fixtures, or equipment (including any swimming pool) in or serving the property as a result of your or any other occupants' negligent or intentional acts, conduct, or negligent or intentional failures to act.
 - (f) Reasonable differences and/or changes between the property's actual condition at check-in and the condition represented on our website advertising or in our marketing materials,

photographs, or other descriptions used on our website or as part of our online internet reservation system as a result of remodeling, maintenance, normal wear and tear, or similar circumstances beyond our control.

(g) You agree to be responsible and liable for any/all damages to the rental property and all furniture, fixtures, and equipment in or serving the property (including any swimming pool) as a result of any intentional actions or intentional failure to act on your part or on the part or on the part of any guests residing in the property with you (including children). You agree and acknowledge that your credit card or financial account may be charged for the costs to repair and/or replace any damaged property.

30. **Third-Party amenity.** You understand and agree that any third-party amenity provider or amenity add-on booking service listed on our website or recommended by us is not owned or operated by CDR. You agree to and shall hold CRD harmless from all actions, claims, damages, or liabilities whatsoever that may result from any action or inaction of a third-party entity referred or recommended by Coastal Dream Rentals.

31. **Agent for Owner.** Coastal Dream Rental serves as the agent for the owner of the rental property.

32. **Digital Signatures Binding.** By completing and submitting the reservation request you are expressly acknowledging and agreeing to all terms, conditions, and provisions of this Agreement. You acknowledge and agree that all digital signatures and initials contained hereon and herein are legally binding on you and all guests residing in the property during your stay. You further acknowledge and agree that the person signing this rental Agreement shall have the sole and absolute duty and obligation to provide notice of all terms, conditions, duties, and obligations herein to all other persons who will reside and stay in the rental property, and to ensure compliance by all persons during the length of your stay.

33. **Venue and Jurisdiction.** By reserving through our website, you agree and acknowledge this Agreement was entered in the State where the rental property is located, and both venue and jurisdiction (including personal jurisdiction) shall lie exclusively in the state courts within the county and state where the rental property is situated.

34. **Governing Law.** This Agreement is made and executed in Okaloosa County, Florida, and shall be governed by and construed under the laws of the State of Florida without regard to any conflict of law provisions. Venue and both subject matter jurisdiction and personal jurisdiction of all parties will lie exclusively in the Circuit Court in and for Okaloosa County, Florida.

35. **Binding Agreement.** You acknowledge and agree this Agreement is a binding legal agreement and that you have read, understand, and agree with all terms and conditions herein.

Renters Signature and Date

Coastal Dream Rentals Representative's Signature and Date